COMMERCIAL EXPRESS

Fast Food & Restaurant

Certificate Wording

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Fast Food & Restaurant Certificate Wording

This insurance is designed to provide cover for **You** as operators of Fast Food and Restaurant businesses.

There are certain obligations contained in this Certificate that are important to us and that **We** rely upon **You** to comply with. The obligations clearly set out what **You** must do and what **You** must not do to ensure coverage under this **Certificate** is not prejudiced.

You should note that if **You** do not comply with the obligations, in certain circumstances specific coverage will be excluded or the Certificate may be considered void.

If **You** are unsure as to what an obligation means or **You** may not be able to comply with the terms you should consult with **Your** insurance advisor.

The Certificate defines what is covered under separate sections A-L. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

Exclusions applying to the whole Certificate are contained within General Exclusion Section and **We** will not pay a claim if these exclusions are applicable.

The General Certificate conditions sets out certain rights of **You** and **Us** and include clauses that apply to the whole of the Certificate.

The Certificate Definitions provide the meaning to words and phrases wherever they appear in the Certificate**. You** will see words in bold which means that wherever they appear in this Certificate they are a definition.

The **Schedule** attaching to this Certificate will set out the period of this insurance and specify which Sections of this Certificate are operative including the **Sums Insured.**

The **Schedule** may also contain clauses additional to the Certificate wording that **Underwriters** have imposed placing additional obligations on **You** and/or limiting coverage. The terms of those clauses will be attached to the **Certificate** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find this in our complaints procedure section.

Reading the Certificate

It is strongly recommended that **YOU** read the **Certificate** including the Certificate **Schedule** and any endorsements to ensure that the **Certificate** meets with your requirements.

In the event that the **Certificate** does not meet with your requirements and/or that **YOU** are unable to comply with any of the **obligations, terms and** conditions **YOU** should immediately advise your insurance advisor. The **Underwriters** will then decide whether or not to agree to a variation of the Certificate. However, the terms of the **Certificate** will remain effective unless **Underwriters** have agreed to a variation in writing.

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Authorised Certificate

This **Certificate** and any replacement **Schedule** and/or endorsement are to be read together as one document.

This **Certificate** is a legally binding contract which **You** have made with **Underwriters**.

In consideration of the payment by **You** of the premium specified in the **Schedule Underwriters** agree (subject to the terms, conditions and exclusions of the **Certificate**) to indemnify **You** against **Damage**, accident or injury occurring during the **Period of Insurance**.

Provided always that:-

(i) The liability of the **Underwriters** shall not exceed the **Sums Insured** or limits of liability stated in the **Schedule** or such other **Sums Insured** or limits of liability as maybe substituted by endorsement or attached hereto;

(ii) This **Certificate** insures **You** only in respect of the sections where a **Sum Insured** or a limit of liability is specified in the **Schedule**

Any dispute arising out of or in connection with this **Certificate** shall be subject to and construed solely in accordance with the laws of England and Wales. **You** and the **Underwriters** agree that all disputes arising out of or in connection with the **Certificate** shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause.

Authorised signatory

This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers JRPCX1702B1021 - ERGO Versicherung AG (UK Branch) 50% for their proportion, UKBPY1700016 - AmTrust Europe Limited 30% for their proportion and JRPCX1702B3004 & JRPCX1702B3005 - Certain Underwriters at Lloyd's 20% for their proportion for sections A-I. Authorisation has been granted to Commercial Express Quotes Ltd under Contract Number B1262BW0181717 - Argo Direct Limited 35% for their proportion, AIG Europe Limited 35% for their proportion and Covéa Insurance plc 30% for their proportion for sections J,K & L.

Several Liability Notice

The subscribing **Underwriters**' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Underwriters** are not responsible for the subscription of any co subscribing **Underwriter** who for any reason does not satisfy all or part of its obligations.

Obligations

You have an obligation in your **Proposal** to answer any questions honestly and accurately make a fair presentation of the risk and disclose every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the **Underwriter** when considering whether to accept the risk and on what terms, conditions and premium) as otherwise **Underwriters** shall be entitled to remedy their position in accordance with the Claims and Remedy conditions of this **Certificate**.

These obligations apply to variations and continue throughout the period of this insurance including any subsequent period(s) of insurance granted by **Underwriters.**

Without prejudice to **Underwriters** rights, if **You** are unsure as to what constitutes a fair presentation of risk, a material fact or circumstance, or if **You** have any questions concerning the **Certificate** terms and conditions, **You** should check with **Your** insurance advisor.

The **Certificate** contains important obligations terms and conditions that must be complied with including but not limited to:

Alteration in Risk

You must immediately notify **Underwriters** if the risk has altered:

a) by removal of any fire and security protections or building component designed to prevent **Damage** to the **Property Insured,** or

b) whereby the risk of **Damage** accident or liability is increased ,or

c) by the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued ,or

d) whereby the **Your** interest ceases except by will or operation of law, or

e) by a change of type of business **You** operate**,** or the **Buildings** becoming **Unoccupied**

otherwise the **Certificate** will be treated as cancelled and all cover will terminate unless **You** have notified **Underwriters** of any such alteration (s) and at their option they have agreed in writing to vary the **Certificate**.

Frying and Cooking Equipment

You must comply with requirements a - j below are complied with otherwise all **Damage** arising from or caused by **Defined Perils** of fire and explosion will be excluded.

You must ensure that:

a) all frying and other cooking ranges, equipment, flues and exhaust ducting is kept securely fixed and free from contact with combustible materials

b) all extraction hoods, canopies, filters and grease traps are cleaned at least every 2 weeks

c) all extraction ducts are cleaned monthly and maintained and checked at least once every 6 months by a specialist contractor

d) the record of such cleaning and servicing of the extraction ducts is kept elsewhere other than at the **Premises** and will be made available for inspection at any time

e) frying equipment will be installed used and maintained in accordance with the manufacturer's instructions

Obligations (continued)

f) multi purpose fire extinguishers and at least one fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires is kept in close proximity to the working area of the range and maintained ready for use

g) frying equipment is not left unattended whilst in use

h) all naked flames (other than pilot lights) and all electrical elements are turned off when the kitchen(s) are closed.

i) the frying equipment must hold levels of oil that will enable the safe operation of the equipment and activate thermostatic cut out devices

j) if the frying equipment is fitted with thermostatic probes they will be used at all times when the equipment is in use

Portable Heating

You must not provide, use or store on the **Premises** paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the **Underwriters** prior to such use or storage otherwise all **Damage** arising from or caused by defined perils of fire and explosion will be excluded.

Reasonable Precautions

You must;

a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or accidents

b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority

c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

otherwise **Underwriters** may refuse to pay your claims or provide indemnity under this **Certificate**

Maintenance and Safety

It is important that **You** comply with requirements a) - d) below otherwise all **Damage** arising from or caused by defined perils of fire and explosion will be excluded.

You must:

a) If the **Premises** or any part thereof is let as residential accommodation **You** must comply with current gas safety regulations and laws and at the commencement and throughout the currency of this insurance must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer.

b) If **You** are responsible for gas installations at commercial premises, annual maintenance checks must be undertaken and at the commencement and throughout the currency of this insurance **You** must be in the possession of a valid gas safety certificate issued by a Gas Safe registered engineer.

c) If **You** are responsible for the electrical installations at the **Premises**, at the commencement of this insurance and at all times throughout the currency of this insurance **You** must be in possession of an electrical installation condition report (EICR) that:

   i) covers the whole of the electrical installation(s)

   ii) is less than five years old and issued by a contractor approved and registered with one of the following:

      - National Inspection Council for Electrical Installation Contractors (NICEIC)
      - Electrical Contractors Association (ECA)
      - National Association of Professional Inspectors and
      - Testers (NAPIT)
      - Electrical Self Assessment (ELECSA)

   iii) documents that all C1 or C2 deficiencies or defects have been remedied

Obligations (continued)

d) In respect of any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be examined to comply with any Statutory Regulations such vessel, machinery or apparatus shall be the subject of:

i) inspection(s) under contract, and

ii) regular maintenance schedules

and **You** must be in the possession of such certificates of inspection and evidence of maintenance

Security

It is important that **You** comply with the requirements of whichever level of security is stated on the statement of fact and you must comply with all the points made on your level otherwise all **Damage** arising from or caused by **defined perils** of fire, theft and malicious persons will be excluded:

Below are the three levels of security that we require.

Level One Security.

Damage caused by Theft, attempted Theft and Malicious Damage is not covered unless security of the premises are installed in accordance with the following specification and all such devices are put in to operation at night and whenever the premises are closed for business or left unattended

1. All exit doors of the premises are fitted with a mortise deadlock conforming to BS3621 with boxed steel striking plate of a minimum 6 inches in length

2. All aluminium doors are fitted with a cylinder mortise deadlock

3. All Fire Exits are fitted with a panic bar, redlam bolt and hinge bolts top and bottom.

4. Opening basement windows and ground floor windows and fanlights and all other opening windows, fanlights and skylights that are accessible from roofs balconies and canopies, fire escapes or down pipes (but excluding windows fanlights and skylights fitted with bars or grills) are all fitted with either ;

a. Key operated window locks with the keys removed when in operation or
b. Solid steel bars (not less than 3/4" diameter and more than 5" apart securely fixed to the brickwork or masonry surrounding the window

Level Two Security

Damage caused by Theft, attempted Theft and Malicious Damage is not covered unless security of the premises are installed in accordance with the following specification and all such devices are put in to operation at night and whenever the premises are closed for business or left unattended

1. All exit doors of the premises are fitted with a mortise deadlock conforming to BS3621 with boxed steel striking plate of a minimum 6 inches in length.

2. All aluminium doors are fitted with a cylinder mortise deadlock

3. All Fire Exits are fitted with a panic bar, redlam bolt and hinge bolts top and bottom

4. Basement windows and ground floor windows and fanlights and all other opening windows, fanlights and skylights that are accessible from roofs balconies and canopies, fire escapes or down pipes are fitted with solid steel bars (not less than3/4" diameter and more than 5" apart securely fixed to the brickwork or masonary surrounding the window

5. All shop front windows to be protected by a metal roller shutter or grill

Obligations (continued)

Level Three Security

Damage caused by Theft, attempted Theft and Malicious Damage is not covered unless security of the premises are installed in accordance with the following specification and all such devices are put in to operation at night and whenever the premises are closed for business or left unattended

1. All exit doors of the premises are fitted with a mortise deadlock conforming to BS3621 with boxed steel striking plate of a minimum 6 inches in length.

2. All aluminium doors are fitted with a cylinder mortise deadlock

3. All Fire Exits are fitted with a panic bar, redlam bolt and hinge bolts top and bottom

4. Basement windows and ground floor windows and fanlights and all other opening windows, fanlights and skylights that are accessible from roofs balconies and canopies, fire escapes or down pipes are fitted with solid steel bars (not less than3/4" diameter and more than 5" apart securely fixed to the brickwork or masonry surrounding the window

5. All shop front windows to be protected by a metal roller shutter or grill

6. The premises is protected by an Intruder Alarm as follows;
A central Station Alarm is fitted and annually maintained by the National Security Inspectorate or the Security System and Alarm Inspectors Board Approved Company.

It is important that **You** comply with the requirements a) to c) below.

a) **You** must ensure that all protections provided for the safety and security of the **Premises** shall be maintained and in good order and not be withdrawn, altered or varied without prior consent of the Underwriters and shall be in full and effective operation when the **Premises** are closed for business or left unattended

b) **You** must comply with the 5 points below in respect of **Your** Intruder Alarm

1) Such installation must not be altered or amended in anyway unless such amendment or alteration has been approved by Underwriters by writing

2) **You** shall immediately notify the Insurers upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been (or will be) reduced or delayed.

3) The **Premises** must not be left unattended unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation.

4) If the level of alarm response is reduced to no police attendance Key holder response only; and the Insured shall appoint at least two Key holders and lodge written details (which must be kept up to date) with the alarm company and Police.

5) In the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of communication during any period that the Intruder Alarm Installation is set, a Key holder shall attend the Premises as soon as reasonably possible.

c) **You** must ensure that all keys and duplicate keys of the safe(s) are removed from the **Premises** whenever the **Premises** are left unattended

Stock

You must ensure that that all **Stock** stored on the **Premises** is stored on racks, shelves or stillage not less than 10 centimetres above floor level otherwise all **Damage** arising from or caused by **Defined Perils** of escape of water or oil from any tank, apparatus or pipe, storm or flood will be excluded.

Waste

You must ensure that:

a) all trade refuse and waste is swept up and bagged or binned and removed from the **Buildings** at the end of each working day, and Otherwise all **Damage** arising from or caused by defined perils of Fire and Explosion will be excluded.

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Claims & Remedy Condition

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this Certificate.

Your claim will be managed from within **Our** dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure Your claim is settled for the correct amount as quickly as possible.

It is important that **You**:

a) have made a fair presentation of the risk and disclosed every material fact and circumstance, and

b) have complied with the obligations, terms and conditions contained in the Certificate throughout this period of insurance otherwise **Your** claim may not be paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **Underwriters** shall be entitled to

i) avoid the contract, refuse all claims, and

i) retain the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would not have been offered, to

i) avoid the contract, refuse all claims, and

ii) Return the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would have been offered, to

(i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and

(ii) [1]reduce proportionately the amount to be paid on a claim if **Underwriters** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium. If more than one **Premises** is stated in the **Schedule** the proportion of the premium charged for the **Premises** that has sustained **Damage** will be applied.

[1] reduce proportionately means that Underwriters need only pay on the claim X% of what otherwise they would have been under an obligation to pay under the terms of the Certificate (or, if applicable, under the different terms provided for by virtue of paragraph (i)), where -

$$X = \frac{\text{Premium actually charged} \times 100}{\text{Higher Premium}}$$

Section A - Material Damage

Cover and Basis of Settlement

Underwriters agree that if during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** due to a **Defined Peril,** then following an **Insured Event** under this Section **Underwriters** will pay **You**:-

(i) The **Cost of Reinstatement** of the **Buildings** provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below where reinstatement or replacement of the **Buildings** does not take place in accordance with (i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

(ii) The replacement cost of the damaged **Contents** as new up to the inner limits within the **Sum Insured** specified in the **Schedule**, provided that the **Sum Insured** is at least equal to the cost of replacing all the **Contents**, or at **Underwriters** option pay the costs of repairing any item.

If the **Contents** suffer **Damage** and the **Sum Insured** is not equal to the cost of replacing all the **Content**s as new, then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

(iii) The replacement cost of the damaged **Stock** up to the **Sum Insured** specified in the **Schedule**, provided that the **Sum Insured** is at least equal to the cost of replacing all the **Stock**.

If the **Stock** suffers **Damage** and the **Sum Insured** is not equal to the cost of replacing all of the **Stock** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

Reinstatement Conditions

i) **Underwriters'** liability for the repair or replacement of **Buildings damaged** in part only shall not exceed the amount which would have been payable had such property been wholly lost or destroyed.

ii) No payment beyond the amount which would have been payable in the absence of this Reinstatement Basis of Indemnity shall be made:-

a. unless reinstatement commences within 12 months of **Damage** occurring unless otherwise agreed by **Underwriters**;

b. until the **Cost of Reinstatement** shall have been actually incurred;

c. if the **Buildings** at the time of the **Damage** shall be insured by any other insurance effected by the **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **Underwriters** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

Alternative Basis of Settlement Condition

Where **Cost of Reinstatement** is not applied **Underwriters** agree that if, during the **Period of Insurance**, an item of **Buildings** at the **Premises** sustains **Damage** arising from an **Insured Event** under this Section by a **Defined Peril** then **Underwriters** will pay **You**, whichever is the lesser of:

i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear ,or

ii) the diminution in value of the **Property Insured,** or

in the event settlement under i) or ii) above is not applied then **Underwriters** will make a suitable alternative measure of settlement.

Subject always to **Underwriters** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

Section A - Material Damage (continued)

Limit of Indemnity

Underwriters' liability in respect of all incidents of **Damage** to an item of **Buildings** during the **Period of Insurance** shall be limited as follows:

(i) If an individual **Sum Insured** is specified on the **Certificate Schedule** for that item, **Underwriters'** liability shall be limited to that **Sum Insured**;

(ii) In any event, **Underwriters'** liability shall in no circumstances exceed, in the aggregate, the total **Sum Insured** for the category of **Buildings** on the **Schedule** under which that item falls.

But:-

(i) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment or renovation, then **Underwriters** shall not be liable for any costs which would have been incurred by **You** in the absence of such **Damage** as part of that work.

(ii) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **Underwriters'** liability shall be limited to **Removal of Debris**.

Average

Each item insured under this Condition is declared to be separately subject to the following Condition of Average, namely;
If at the time of repair or rebuilding or replacement the **Cost of Reinstatement** which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the **Sum Insured** thereon at the commencement of any **Damage** to such property then **You** shall be considered as being **Your** own insurer for the difference between the **Sum Insured** and the sum representing the **Cost of Reinstatement** of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the **Average** clause applies to **Your** claim.

If the Alternative Basis of Settlement Condition is applied this **Average** clause is amended to:

The **Sum Insured** by each item is separately declared to be subject to Average.

In the event that the **Sum Insured** for any such item shall, at the commencement of **Damage**, be less than the value of the property covered, then the amount payable by **Underwriters** shall be proportionately reduced.

Loss of Rent

Following an **Insured Event** under this Section if the **Buildings** become uninhabitable or partly uninhabitable and cannot be let **Underwriters** will pay **You** the resulting loss subject to the following:

a. **Underwriters** will not pay any amount higher than that stated in the **Schedule**
b. **Underwriters** will not pay for loss of rent arising from the tenants leaving the property without giving **You** notice
c. **Underwriters** will not pay for the rent the tenants have not paid
d. **Underwriters** will not pay for loss of rent in respect of any property that was unoccupied immediately before **the Insured Event** giving any rise to a claim
e. **Underwriters** will not pay for any letting agents share of the rent or any other expenses **You** must pay to the letting agent
f. **Underwriters** will not pay for loss of rent after they consider the property fit to be let.

Section A - Material Damage (continued)

Exclusions to Material Damage Section A

This Section does not cover:

a. the amount of the **Excess** stated in the S**chedule**

b. loss by delay, loss of market, Consequential Loss of any and every description

c. **Property Insured** more specifically by **Your** behalf or more specifically covered under another Section of this **Certificate**

d. **Damage** to **Property Insured** directly or indirectly caused or contributed from:

i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice, latent defect unless resulting from **Damage** not otherwise excluded
ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from **Damage** not otherwise excluded
iii) change in climatic or atmospheric conditions or in water table levels,
iv) Theft, wind, rain, hail, sleet, snow, flood or dust **Damage** to movable property in the open, fences and gates,, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts, squash courts, greenhouses and Outbuildings.
v) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or loss, destruction or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
vi) any unexplained loss or loss or shortage disclosed on taking inventory ,misfiling or misplacing of information
vii) theft or attempted theft unless following theft or attempted theft that is accompanied by forcible and/or violent entry into or exit from the **Building** or involving violence or the threat of violence
viii) any undamaged part or item forming part of a set.

ix) **Damage** to:

a) property or structures in course of construction or erection and materials or supplies in connection with all such property ,and

b) land, roads, piers, jetties, bridges, culverts or excavations

x) **Damage** due to change of temperature contamination or deterioration of stock.

xi) **Damage** to:

a) Glass as defined in Section C of this **Certificate**.

b) Money or other items as defined in Section D of this **Certificate.**

xii) **Damage** totalling in excess of £500 computer software and data, computer, documents, manuscripts and Business Books.

Section A - Material Damage (continued)

Definitions specific to this Section

Cost of Reinstatement means:

i) the rebuilding or replacement of property lost or destroyed which provided **Underwriters'** liability is not increased may be carried out:

a. in any manner **You** and the **Underwriters'** agree

b. on another site agreed by both **You** and the **Underwriters**

ii) the repair or restoration of property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new including an allowance for **Removal of Debris, European Community and Public Authorities, Architects Surveyors Legal and Consulting Fees**

Architects Surveyors Legal and Consulting Engineers Fees means:

The reasonable cost of employing architects surveyors lawyers and consulting engineers in the reinstatement or repair of the **Buildings** consequent upon its **Damage** but not for preparing any claim.

Removal of Debris means following an **Insured Event** costs and expenses necessarily incurred by **You** with the consent of the **Underwriters** in;

a) removing debris
b) dismantling and/or demolishing
c) shoring up or propping of the portions of the **Buildings**
d) clearing drains sewers and gutters at the **Premises**

The **Underwriters** will not pay for any costs or expenses;

a) incurred in removing debris except from the site of such property destroyed or **Damaged** and the area immediately adjacent to such site

b) arising from pollution or contamination of property not insured by this Section

European Community and Public Authorities
Such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of;

a) European Community Legislation or

b) **Building** or other Regulations under or framed in pursuance of any Act of Parliament or Bye- Laws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of the lost destroyed or **Damaged** property thereby insured undamaged portions thereof

Excluding the cost incurred in complying with the Stipulations:-

i) in respect of **Damage** occurring prior to the granting of this Extension

ii) in respect of **Damage** not insured by this Section

iii) under which notice has been served upon the **Insured** prior to the happening of the **Damage**

iv) for which there is an existing requirement which has to be implemented within a given period

v) in respect of property entirely undamaged by any peril hereby insured against

Section A - Material Damage (continued)

c) the additional cost that would have been required to make good the property lost destroyed or **Damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen

d) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Section B - Loss of Profits

Definitions

(For the purpose of this Section only)

Gross Profit shall mean -The **Turnover** of the **Business** at the **Premises** less the cost of stocks, raw materials or components purchased after making allowance for opening and closing stocks in accordance with Your normal accountancy methods and due provision being made for depreciation.

Turnover shall mean -the money paid or payable to **You** for goods sold and for services rendered in the course of **Your Business**.

Increased Cost of Working - shall mean the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing **Loss of Net Revenue** which but for such expenditure would have taken place during the **Indemnity Period** but not exceeding the **Loss of Net Revenue** thereby avoided.

Savings - shall mean such charges and expenses of the **Business** (normally payable out of **Gross Profit**) as may cease or be reduced during the **Indemnity Period** in consequence of the **Damage**.

Indemnity Period - shall mean the period beginning with the occurrence of the **Damage** and ending not later than the Maximum **Indemnity Period** (shown in the Schedule) thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

Notifiable Disease
Illness sustained by any person resulting from any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS-related condition) an outbreak of which the competent local authority has stipulated shall be notified to them.

The Cover

Underwriters will indemnify **You** for loss of **Gross Profit** including **Increased Cost of Working** resulting from **Damage** at the **Premises** which causes interruption of or interference with **Your Business** provided that:

a) An **Insured Event** has occurred under Section A of this **Certificate**, or
b) payment has been made or liability admitted for the **Damage** under an insurance covering **Your** interest of the **Property Insured** at the **Premises**, or
c) payment would have been made or liability admitted for the **Damage** but for the operation of a provision in such
d) insurance excluding liability for losses below a specified amount

Limit of Liability

Underwriters liability in any one **Period of Insurance** shall not exceed in the **Sum Insured** by each item specified in the **Schedule**.

Basis of Claims Settlement

Loss of **Gross Profit** or **Increased Cost of Working** less any **Savings**.

Conditions

a) **Average** - if at the time of the **Gross Profit** as adjusted for the trend of the **Business** and the Maximum **Indemnity Period** shall be greater than the **Sum Insured** stated in the Schedule then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Section B - Loss of Profits (continued)

b) **VAT** - To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
c) **Goods Sold Elsewhere** - if during the **Indemnity Period** goods shall be sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** the money paid or payable in respect of such sales or services shall be brought into account in determining the **Loss of Gross Profit**.
d) **Liquidation** - This Section shall be void if the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance.

Extensions

Cover under this Section is extended to include:

Loss of Gross Profit or **Increased Cost of Working** directly as a result of:

a. **Denial of Access** - Following **Damage** as a result of a **Defined Peril** to property in the vicinity of the **Premises** which prevents or hinders the use of or access to the **Premises** whether the **Property Insured** is **Damaged** or not, but excluding **Damage** to property of any supply undertaking from which the **Insured** obtains electricity gas or water or telecommunications services which prevent or hinders the supply of such services

b. **Loss of Utilities** - Following an **Insured Event under Sections A or B of this Certificate, failure** of any public or private supply undertaking from whom **You** obtain electricity gas or water by but excluding:

   i) where such failure is for a period of less than 60 minutes
   ii) in consequence of the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply as a result of drought or any other reason
   iii) in consequence of a fault in any part of the installation belonging to **You**

c. **Suppliers** - Following **Damage** as a result of a **Defined Peril** to **Your** supplier' s premises that is situated within the United Kingdom but excluding the **Premises** of any public or private supply undertaking from whom **You** obtain electricity gas or water. **Underwriters** limit of liability under this Extension shall be 10% of the **Sum Insured** on **Loss of Net Revenue** or £25,000 whichever is the less.

d. **Closure** - of the **Premises** by a competent authority following:
   i) an outbreak of any notifiable human infectious or contagious disease
   ii) murder or suicide
   iii) food poisoning or drink poisoning
   iv) defective sanitary arrangements or vermin or pests other than the deliberate act of any supply undertaking to withhold the supply of water
   v) bomb, hoax or other exposure to physical danger except where such closure is for a period of more than 2 hours.

   Underwriters liability under this extension shall only apply for the period beginning with the occurrence of the loss and ending no later than three months thereafter during which the results of the **Business** shall be affected in consequence of **Damage**.

Accountants Fees - the reasonable fees payable by **You** to **Your** professional accountants for producing such information or evidence as may be required by the **Underwriters** in connection with any claim under this Section up to 10% of the **Sum Insured** on **Gross Profit** or £25,000 whichever is the less.

Automatic Reinstatement - in the absence of written notice by **You** or the **Underwriters** to the contrary the **Sum Insured** reducing following the loss will be automatically reinstated as from the date of the occurrence provided that **You** undertake to pay the appropriate additional premium.

Section C - Glass, Including Sanitary Fittings, Signs and Fascia

Underwriters will indemnify **You** up to the **Sum Insured** on the **Schedule** against breakage of glass fixed in the windows and doors of the **Premises** but only if the cost of the replacement of such glass has to be borne by the **You**.

Underwriters will also cover the cost of boarding up pending replacement of glass following such breakage.

Section C - Glass Specific Exclusions

This Section does NOT cover:

i) the cost of removing or restoring frames, or fittings,
ii) breakage arising from repairs, decorations, additions, alterations to the **Premises**, or to glass whilst being fitted,
iii) breakage due to dilapidation or deterioration of framework

Section D - Money

Underwriters agree to indemnify **You** for amounts not exceeding the **Sum Insured** stated against each item(s) in the **Schedule** against;

a) **Damage** to **Money** items from any cause whilst:
   i) in the **Premises** outside **Business Hours** not contained in locked safes or strongrooms
   ii) in **Your** private residence or the private residence of any authorised partner, director or **Employee**
   iii) in the **Premises** outside **Business Hours** contained in locked safes or strongrooms described in the **Schedule**
   iv) on the **Premises** during **Business Hours**
   v) whilst in transit or bank night safe
   vi) in a gaming, amusement or vending machine not exceeding £300 any one claim.

b) **Damage** to **Non Negotiable Items** from any cause up to £250,000 in any one **Period of Insurance.**

Obligations

No cover will operate under this section unless:

a) i) **You** keep any till or cash register on the **Premises** open and unlocked outside of **Business Hours**

   ii) **You** keep a daily record of all **Money** in transit and on the **Premises** and that such record shall be deposited in a safe place other than in the safes or place containing the **Money**

   iii) outside of **Business Hours** the safes and strongrooms locked and the keys of the safes and strongrooms removed from the **Premises**.

b) Where the amount of **Money** exceeds GBP 2,500 in transit **You** ensure that the number of **Insured Persons** accompanying the transit meet with the minimum security stated below

Amount of Money in Transit	Minimum Security
GBP 2,500 - GBP 5,000	2 able bodied and responsible **Insured Persons**
GBP 5,001 - GBP 7,500	3 able bodied and responsible **Insured Persons**
GBP 7,500 - GBP 10,000	4 able bodied and responsible **Insured Persons**

where the amount of **Money** in transit exceeds GBP 10,000 a professional Security Company must be employed to carry out the transit otherwise no cover will operate under this Section provided that at all times **Underwriters'** liability does not exceed the **Sum Insured** stated in the **Schedule**.

Section D - Money (continued)

Exclusions applying to this Section

The liability of the **Underwriters** under this Section excludes;

a) Shortages due to clerical or accounting errors

b) **Damage** due to the fraud or dishonesty of any person employed by **You**:-

i) not discovered within 7 working days of its occurrence

ii) more specifically insured by any other insurance or insurances except in respect of any loss beyond the amount payable under such other insurance or insurances

c) **Damage** to **Money** and or **Non Negotiable Items** from:- i) vending or gaming machines unless specifically stated in the **Schedule**

ii) unattended vehicles

iii) any unattended room in the **Premises** during **Business Hours** for an amount exceeding GBP 500 unless in a locked desk or cupboard, strong box or safe with keys removed from the room

d) **Damage** arising elsewhere than in the **Territorial Limits**

e) **Damage** to **Money** and or **Non Negotiable Items** from theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence

f) **Damage** to **Money** in transit that is left unaccompanied

g) The amount of any applicable **Excess** specified in the **Schedule**

Assault Section

In the event of **Injury** to an **Insured Person** as a direct result of assault, robbery or hold up or any attempt thereat at the **Premises** or whilst carrying **Money** belonging to the **Business** and insured under this **Certificate**, then the **Underwriters** will pay the **Compensation** specified in the **Schedule** in respect of the following;

a) **Death**

b) **Loss of Sight**

c) **Loss of Limb**(**s**)

d) **Permanent Total Disablement**

e) **Medical Expenses**

f) **Temporary Total Disablement**.

The **Compensation** payable in respect of **Temporary Total Disablement** shall not exceed the **Insured Person's** weekly remuneration from **You**.

Clauses applying to Assault Section:

1) In the event of any **Injury**, the **Insured Person** must place themselves under the care of a fully qualified medical practitioner and act upon such medical or surgical advice as is given as soon as practicable

2) **You** shall notify the **Underwriters** within 7 days of the incident giving rise to the claim providing all necessary details and obtain **Your** own expense any medical report(s) as may be required by the **Underwriters**

3) The **Insured Person** shall at the **Underwriters** request submit themselves to medical examination at the **Underwriters'** expense as often as they deem necessary

4) No **Compensation** shall be payable until the period of Disablement has been determined and (where Temporary) ceased

5) Notwithstanding anything to the contrary in 4) above, **Underwriters** may at their discretion pay any **Compensation** due at intervals in arrears

6) **Compensation** will only be paid by **Underwriters** on production of a medical certificate or other such written evidence from a qualified medical practitioner.

Section D - Money (continued)

Exclusions applying to this Assault Section:

The liability of the **Underwriters** under this Section excludes;

i) more than one item of a) to d) above in connection with the same incident, except that if any personal **Injury** is payable under item d) it shall be deducted from any amount subsequently paid under items a) b) or c)

ii) **Death Injury Permanent Total Disablement** or **Temporary Total Disablement** caused or contributed to or arising from and pre-existing defect infirmity illness or disease.

Section E - Goods in Transit

For the purposes of this Section only, "Property Insured" shall be defined as goods whether contained in one or a number of parcels, packages or containers or in bulk sent at one time in one load from one address to another, such goods being **Your** property or for which **You** are legally responsible.

Following an **Insured Event** the **Underwriters** will by payment or at their option by reinstatement, replacement or repair indemnify **You** against **Damage** from any cause not specifically excluded whilst;

a) conveyed by or in the charge of a carrier for the purposes of transportation including loading and unloading

b) conveyed by or temporarily housed upon a vehicle or trailer owned or operated by **You** including loading and unloading

c) conveyed by postal service or an equivalent service

including whilst being conveyed by any vehicle or trailer to which goods or merchandise are transferred in order to complete a journey following breakdown of or accident to the original carrying vehicle including loading and unloading

Provided that:

i) the liability of the Underwriters shall not exceed the **Sum Insured** stated in the **Schedule**.

ii) the liability of **Underwriter**s does not extend beyond the territorial limits of the United Kingdom**,** the Isle of Man, the Channel Islands or the Republic Ireland

The **Underwriters** will also pay;

1) Additional costs necessarily incurred in:-

i) transferring the **Property Insured** to another conveyance and/or delivering / returning such property to its original destination / place of dispatch if any vehicle is disabled as a result of an accident

ii) re-loading on to any vehicle any of the **Property Insured** fallen from such vehicle

iii) removing debris consequent upon **Damage** to any of the **Property Insured**

up to an amount not exceeding GBP 1,000 for any one event, such amount being included within the **Sum Insured** stated in the **Schedule**.

2) For **Damage** which occurs to:-

i) Sheets, tarpaulins, ropes, toggles, chocks, chains, skips and trolleys whilst carried in the course of transit by any vehicle up to an amount not exceeding GBP1,000 any one loss but excluding the first GBP50 of each and every loss

ii) personal property belonging to an **Insured Person** whilst carried in any vehicle conveying **Property Insured** up to an amount not exceeding GBP 150 any one person but excluding the first GBP 25 of each and every loss such amounts being included within the **Limit of Liability** and not in addition thereto.

Section E - Goods in Transit (continued)

Clauses applying to this Section:

You must take all reasonable precautions to prevent **Damage** by:-

a) maintaining vehicles in an efficient and roadworthy condition and ensuring that they are suitable for the purpose for which they are to be used

b) exercising reasonable care in the selection of **Employees** obtaining references and in providing instruction to and supervision of **Employees** packaging and labelling and addressing the **Property Insured**

c) complying with regulations imposed by any lawful authority otherwise **Underwriters** may refuse to pay all or part of **Your** claim.

Exclusions to this Section

This Section exclude;

a) **Damage** resulting from theft or attempted theft from any unattended vehicle or trailer owned or operated by **You** unless: -

i) all doors, windows and other points of access have been closed and locked and any security devices are correctly set to operate and all keys to doors, ignition or other services removed, and

ii) after the last business transit of the day until collected by the driver for the next business transit, the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

b) **Damage** to: -

i) coins, bank notes, treasury notes, stamps and cheques, securities, bills of exchange, promissory notes

ii) deeds, bonds, documents, manuscripts, business books, computer system records

iii) patterns, models, moulds, plans or designs

iv) furs, jewellery, precious stones, precious metals or bullion

v) livestock

vi) explosives or goods of a dangerous or hazardous nature

c) **Damage** due to: -

i) wear and tear, gradual deterioration, contamination, depreciation, inherent vice or nature of the **Property Insured**

ii) normal atmospheric conditions where the **Property Insured** is on an open vehicle or trailer unless such property shall have been adequately and properly protected

iii) mechanical / electrical breakdown, failure or derangement unless exterior damage first occurred to the **Property Insured**

i) delay, loss of market inventory, shortages, mysterious or unexplained disappearances or any consequential loss of any kind

v) packing which was inadequate to withstand normal handling during transit

i) the dishonesty of any person to whom goods have been entrusted

d) The amount of the **Excess** specified in the **Schedule**

Section F - All Risks to Business Equipment

Underwriters will indemnify **You** against all Risks of physical loss or **Damage** to Business Equipment whilst within the United Kingdom up to the sum insured specified in the **Schedule**, occurring during the period of this Insurance.

Specific Conditions

In respect of each item separately, the liability of **Underwriters** for any loss or damage, shall not exceed the respective **Sum Insured** specified in the **Schedule**, nor shall it exceed such proportion of the said loss or damage as the sum insured bears to the total value.

Specific Exclusions

This Section does not cover

i) The first £250 each and every loss or as stated in the **Schedule**
ii) Loss or damage caused by moth, vermin, inherent vice climatic conditions, wear and tear, mechanical derangement, gradual deterioration or faulty manipulation
iii) Loss or damage to any part of any machine by its own ignition, electrical breakdown or burn out.
iv) Loss or damage caused by the actual process of repair renovation or servicing.
v) Depreciation, contamination or consequential loss of any description.
vi) Loss or damage to Business Equipment whilst contained in an unattended vehicle unless in a locked boot.

Section G - Books Debts

Underwriters will indemnify **You** if **Your** books of accounts other business books, records or Computer records at the **Premises** should be destroyed or **Damaged** by **Defined Perils** and in consequence thereof **You** are unable to trace or establish the outstanding debit balance in whole or in part due to **You**, then **Underwriters** will pay to **You** the loss sustained in respect of outstanding debit balances directly due to the **Damage** and the amount payable in respect of any one occurrence shall not exceed:-

i) the difference between
   a. the outstanding debit balances, and
   b. the total of the amounts received or traced in respect thereof

ii) the additional expenditure incurred with the previous consent of the Insurers in tracing and establishing outstanding debit balances after the damage.

If the sum insured be less than the outstanding debit balances the amount payable shall be proportionately reduced.

The insurance under this Section includes all reasonable charges payable by **You** to **Your** auditors for producing and identifying any particulars or details contained in the books of account or other business books or records, or documents or such other proofs, information or evidence as may be required by **Underwriters**.

Definitions

Outstanding debit balances

The total shown in the **Your** last audited accounts adjusted for:-

i) bad debts
ii) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which the last statement relates and the date of the damage, and
iii) any abnormal conditions of trade which had or could have had a material effect on the business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the damage had the damage not occurred.

Customers' Accounts
The accounts of all **Your** customers and/or agents who purchase goods from **You** or to whom **Your** services are rendered .

Section G - Books Debts (continued)

Clauses & Conditions

1. This Section shall be void if:-
   i) the business be wound up or carried on by a liquidator or receiver or permanently discontinued, or
   ii) **Your** interest ceases other than by death at anytime after the commencement of this Insurance, unless its continuance be admitted in writing by or on behalf of **Underwriters**.

2. Automatic Reinstatement of Loss
   Following an **Insured Event** under this Section the **Sum Insured** shall be immediately and automatically reinstated, and the **You** undertake to pay the additional premium on the amount of loss at the rate applicable pro-rata from the date of the loss to the expiration of this **Certificate**.

3. Fire Resistant Safes
   You must ensure that all books of accounts, other business books or records are kept in a fire resistant safe or cabinet when the **Premises** are unattended otherwise no cover will operate under this Section.

Section H - Loss of Licence

In the event of a **Licence** granted in respect of the **Premises** for the sale by retail of excisable liquors (the **Licence**) becoming suspended or forfeited under the provisions of the appropriate legislation governing such licences or refused renewal after due application for such renewal to the appropriate authority at any time during the **Period of Insurance** such suspension forfeiture or refused renewal being occasioned by reasons beyond **Your** control the **Underwriters** will pay or make good to **You** all loss that **You** shall sustain in respect of:

a) the depreciation in value of **Your** interest in the **Premises** and loss of **Gross Revenue** by the suspension, forfeiture of or refusal to renew the **Licence** up to an amount not exceeding the **Sum Insured** stated in the **Schedule**

b) in addition, the costs and expenses incurred by **You** with the written consent of the **Underwriters** in connection with any appeal against the suspension, forfeiture of or refusal to renew the **Licence**.

For the purposes of this Section only the definition of **You** is deemed to include the **Licence** holder.

Clauses applying to this Section:

a) In the event of the death, bankruptcy, incapacity, desertion of the premises or conviction (for any offence where such conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the tenant manager, occupier or **Licence** holder, **You** shall where practicable and at the request of the **Underwriters** procure a suitable person to replace him and one to whom the Justices will transfer the **Licence** or grant the **Licence** by way of renewal

b) **You** shall immediately give notice in writing to the **Underwriters** and supply such additional information and give such assistance as the **Underwriters** may reasonably require as otherwise **Underwriters** may refuse to pay **Your** claim on becoming aware of any;
   i) complaint against the **Premises** or the control thereof
   ii) proceedings against or conviction of the **Licence** holder, manager, tenant or occupier of the **Premises** for any breach of licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to his honesty moral standing or sobriety
   iii) transfer or proposed transfer of the **License**
   iv) alteration in the purpose for which the **Premises** are used
   v) objection to renewal or other circumstances which may endanger the **Licence** or renewal thereof

c) If the suspension of, forfeiture of or refusal to renew the **Licence** be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission by **You** or by any omission by **You** to take any step necessary for keeping the **Licence** in force, no claim shall arise under this Insurance unless **You** shall prove to the reasonable satisfaction of the **Underwriters** that such matter was beyond **Your** power or control

Section H - Loss of Licence (continued)

Exclusions applying to this Section

a) The liability of the **Underwriters** under this Section does not cover the refused renewal suspension or forfeiture of the **Licence** arising directly or indirectly from any scheme of town or country planning improvement or redevelopment compulsory purchase or from any alteration of the law affecting the grant surrender, refusal to renew, suspension or forfeiture of licenses.

b) if **You** shall be entitled to obtain the payment of compensation under the provisions of any statute or statutory instrument or regulation in respect of the suspension of forfeiture of or refusal to renew the **Licence** no claim shall arise under this Section

c) If the suspension of forfeiture of or refusal to renew the **Licence** be occasioned wholly or partly by a criminal act of the owner, manager or **Employees**, no claim shall arise under this Insurance

Section I - Stock Deterioration Cover For Frozen Foods

Following an **Insured Event Underwriters** agree to pay **You**, if **Your** foodstuffs or foodstuffs held by **You** in trust or on commission or for which **You** are responsible whilst at the **Premises**, contained in the refrigerating units is **Damaged** by deterioration, contamination or putrefaction arising from;

a) rise or fall in temperatures as a result of: -

i) the breaking, distortion or burning out of any part of the unit (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the unit occurring whilst the unit is being used under normal working conditions

ii) non-operation of the thermostatic or automatic controlling devices forming part of the unit

iii) accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority

b) Accidental leakage of refrigerant or refrigerant fumes from the unit which occurs during the **Period of Insurance**.

provided that **Underwriters'** liability does not exceed the **Sum Insured** stated in the **Schedule**.

Obligations

You must:

a) in respect of any refrigerating unit(s) which is more than 5 years old, at the commencement and throughout the currency of this insurance:

i) have an annual maintenance agreement in place ,and

ii) be in possession of maintenance documents that confirm a satisfactory service by a qualified engineer has been completed in the last twelve months.

b) in the event of **Damage** obtain a Condemnation Certificate by the relevant authority under current legislation

Otherwise no cover will operate under this Section.

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Exclusions

The liability of the **Underwriters** under this Section does not cover;

a) **Damage** resulting from: -

i) failure of the public supply services which do not exceed 30 consecutive minutes

ii) failure of the public supply services due to any deliberate act of a public supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the public supply undertakings systems or any scheme of rationing not necessitated solely by accidental damage to the public supply undertaking's generating or supply equipment

iii) wear and tear, deterioration or gradually developing flaws or defects in the refrigerating unit or incorrect setting of thermostats and automatic controls

iv) the failure of any cold chamber or deep freeze which is over ten years old

b) The amount of the **Excess** specified in the **Schedule**

Liabilities Sections J, K, and L

The Underwriters hereby agree subject to the terms, exceptions, conditions, endorsements and Limits of Indemnity of this Insurance to indemnify the Insured against

1. All sums which the insured shall become legally liable to pay as damages and in addition claimants costs and expenses in respect of Bodily Injury or loss of or damage to Property as defined in any Section to which this Insurance applies and which arises in connection with the Business.

2. All costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Insured which may be subject of indemnity under this Insurance

3. The payment of the solicitor's fees incurred with the Underwriters written consent for representation of the Insured at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Property

which may be the subject of indemnity under this Insurance.

Section J - Employers' Liability Scope of Cover

Bodily Injury sustained by any employee of the Insured arising out of and in the course of his employment or engagement by the Insured and caused during the Period of Insurance:-

a. in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries
b. whilst temporarily outside the countries named in (a) provided that any such Employee is
   i) ordinarily resident in any of the aforesaid countries
   ii) engaged in non-manual work

Rights of Recovery
The indemnity provided under this Section is deemed to be in accordance with such provisions as any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man may require but the Insured shall repay to all Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law.

Section J - Specific Exclusion Terrorism
The liability under this Section for damages, costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of Terrorism shall not exceed £5,000,000.

Definition
Terrorism means an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation (s) or government (s) - which

- is designed to, or does
- Intimidate or influence a de jure or de facto government or the public or a section of the public, or
- disrupt any segment of the economy and
- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

Family Exception
The Underwriters shall not indemnify the Insured under this Section against the liability for Bodily Injury sustained by any Employee Closely Related to the Insured.

For the purposes of this exception Closely Related shall mean husband, wife, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

This exception will not apply where the business is incorporated as a limited company.

Asbestos Condition

The Underwriter' s liability under this section for damages and costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos shall not exceed £5,000,000.
It is a condition precedent to the liability of underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

Section K - Public Liability

Scope of Cover

i) Accidental Bodily Injury to any person
ii) Accidental loss of or damage to Property

happening anywhere within the Geographical Limits during the Period of Insurance.

Geographical Limits

a. Great Britain and Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries or
b. Elsewhere in the World arising out of temporary Business visits by Employees
   i) ordinarily resident in any of the aforesaid countries
   ii) engaged in non-manual work

Limit of Indemnity

The liability of the Underwriters for all damages payable by the Insured under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed the amount specified in the Schedule

Mould, Mildew, Fungus, Spores or other micro-organism of any type, nature, or description including but not limited to any substance whose presence poses an actual or potential threat to human health

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property' (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use; occupancy; or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

Section K - Specific Exclusion

The Underwriters shall not indemnify the Insured under this Section against liability

a. for loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than
   i) Employees' or Visitors' Property
   ii) any premises including contents not being premises leased or rented to the Insured which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises

b. arising from the ownership possession or use under the control of the Insured or any Employee of the Insured of
   i) any mechanically propelled vehicle but this exception shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Insured is not entitled to indemnity under any other **Certificate** of indemnity or insurance
   ii) any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)

c. caused by any Goods after they have ceased to be in the custody or control of the Insured other than food or drink supplied primarily for the use of Employees or for entertainment purposes

d. arising from professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged

Cross Liabilities

If the Insured named in the Schedule comprises more than one party the Underwriters will subject to the terms exceptions conditions and endorsements of this Insurance treat each party as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the

Underwriters to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limits of Indemnity.

Section L - Products Liability

Scope of Cover

a) accidental Bodily Injury to any person
b) accidental loss of or damage to Property

happening anywhere in the World during the Period of Insurance and caused by any Goods

Section L - Specific Exception

The Underwriters shall not indemnify the Insured under this Section against liability

a. Caused by or in connection with any Goods to the knowledge of the Insured manufactured sold supplied erected repaired altered treated transported serviced or installed by the Insured in or for delivery or use in the United States of America or Canada
b. caused by any Goods in the custody or control of the Insured.

Limit of Indemnity

The liability of the Underwriters under this Section for all damages payable by the Insured in respect of all claim made against the Insured during the Period of Insurance shall not exceed the amount specified in the Schedule.

Sections K & L - Exclusions Terrorism

The Underwriters shall not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism.

Definition

Terrorism means an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation (s) or government (s) - which

- is designed to, or does
- intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and
- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

Family Exception

The Underwriters shall not indemnify the Insured under this Section against liability for Bodily Injury sustained by the Insured or any person Closely Related to the Insured.

For the purposes of this exception closely related shall mean husband, wife, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, brother, sister, half- brother or half-sister.

Fungus, Mould and Mildew
The Underwriters shall not indemnify the Insured under this Section against:

1. Damages direct or consequential on account of "bodily injury" "property damage "personal or advertising injury" or "medical payments" arising out of resulting from caused by contributed to or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
2. Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
3. Any obligation or duty to defend any actions on account of "bodily injury " "property damage" "personal or advertising injury " or "medical payments" arising out of resulting from or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For the purpose of this exclusion "bodily injury" shall include mental anguish mental injury and or emotional distress.

All other terms and conditions of this Insurance remain unchanged.

Component Building Material Exception
The Underwriters shall not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

Asbestos Conditions
Underwriters will not indemnify the insured in respect of any liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

Liability Sections J, K AND L - Specific Conditions

1. The Insured shall
   a. give immediate notice to the Underwriters of anything which may give rise to a claim being made against the Insured and for which there may be liability under this Insurance
   b. advise the Underwriters in writing immediately the Insured has knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith
2. The Insured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their own expense and for their benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. No admission of liability or offer promise or payment shall be made without the written consent of Underwriters.
3. The Underwriters may at any time at their sole discretion pay to the Insured the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the Underwriters shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Insured to pay a sum in excess of the Limit of Indemnity the Underwriters liability for such costs and expenses shall not exceed an amount being in the same proportion as the Underwriters payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.

4. The Insured shall take all reasonable care to prevent accidents and to maintain his premises plant and everything used in the Business in proper repair and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
5. If at the time of any claim there is or but for the existence of this Insurance would be any other Certificate of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim the Underwriters shall not be liable under this Insurance to indemnify the Insured in respect of such claim except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been effected.
6. This Insurance including the Schedule, Definitions, Sections, Extensions, Conditions and Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear that meaning wherever it may appear.
7. Where this insurance is arranged on an adjustable basis the Insured shall keep accurate records and make declarations to Underwriters in respect of the period of Insurance that the necessary adjustment of premium ĉ ġ2 ā2ĉ Āā2ėÐĀā

All remunerations paid to Employees and all payments made to self employed persons or employees or labour only sub-contractors for whom liability is assumed or on such other adjustable basis as may be agreed the Insured shall allow Underwriters access to such records when requested to do so. Within one month of expiry of each Period of Insurance the Insured shall supply the Underwriters with a true statement of the particulars necessary for assessment of premium and should these particulars differ from the estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment or refund as the case maybe. Failure to supply such particulars shall entitle the Underwriter to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

8. The Underwriters may cancel this Insurance by sending 7 days notice by registered letter to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to unexpired portion of the Period of Insurance.

9. The Insured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk insured.

10. The due observance of the terms provisions conditions and endorsements of this Insurance by the Insured in so far as they relate to anything to be done or complied with by the Insured and the truth if the statements and answers and information supplied or in connection with the said proposals shall be a condition precedent to any liability of the Underwriters to make any payment under this Insurance.

Liability Sections J, K, AND L - General Extensions

Contractual Liability and Indemnity to Principal

The Underwriters will subject otherwise to the terms exceptions conditions and endorsements of this Insurance indemnify the Insured under Section J and K against liability in respect of Bodily injury or loss of or damage to Property as follows

To the extent that any contract or agreement entered into by the Insured with any Principal so requires the Underwriters will

a. indemnify the Insured against liability assumed by the Insured
b. indemnify the Principal in like manner to the Insured in respect of the liability of the Principal arising out

of the performance by the Insured of such contract or agreement.

Provided that:

i) the conduct and control of claims is vested in the Underwriters
ii) the Principal shall observe fulfil and be subject to the terms and conditions and endorsements of this Insurance so far as they can apply
iii) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause
iv) the indemnity granted under Section J shall only apply in respect of liability to any person who is an Employee of the Insured

Where any indemnity is provided to any Principal the Underwriters will treat each Principal and the Insured as though a separate Insurance had been issued to each of them provided that nothing in this clause shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limits of Indemnity.

Liability Sections J, K, and L - General Exceptions

1. No indemnity shall be given in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or part) unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance.

2. The Underwriters shall not indemnify the Insured under this Insurance against any liability which is assumed by the Insured by agreement (other than liability arising out of a condition of warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.

3. The Underwriters shall not indemnify the Insured under this Insurance against any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from
   i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly of nuclear component thereof

   but as far as concerns Bodily injury to any Employee which arises out of and in the course of his employment or engagement by the Insured this exception shall apply only in respect of

   i) liability of any Principal
   ii) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement

4. The Underwriters shall not indemnify the Insured under this Insurance against liability for:
   i) punitive or exemplary damages
   ii) multiplied damages

5. The Underwriters shall not indemnify the Insured under Section K or L of this Insurance against liability
   i) in respect of Bodily injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Insured
   ii) for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
   iii) in respect of loss of or damage to or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling or making any refund in respect of the Goods
   iv) in respect of loss of or damages arising from the failure of Goods to perform their intended function
   v) in respect of Bodily injury or loss of or damage arising from Goods used with the Insured' s knowledge in connection with aircraft, watercraft or offshore structure.

6. The Underwriters shall not indemnify the Insured under Sections K or L of this Insurance against liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirely at a specific moment in time and place during the Period of Insurance.

Definitions specific to Sections J, K, and L

Insured

Insured shall mean

a. the first named party in the Schedule
b. any Associated or Subsidiary Company of the first named party and which is named in the Schedule operating in or from premises in Great Britain, Northern Ireland the Channel Islands or the Isle of Man
c. at the request of the Insured
   i) any director or Employee of the Insured while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the Insured
   ii) any officer member or Employee of the Insured's social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
   iii) any director partner or senior official of the Insured in respect of private work carried out by an Employee of the insured for any such person with the consent of the Insured
   iv) in the event of the death of the Insured the personal representative of the Insured in respect of liability incurred by the Insured

Provided that such person shall as though he were the Insured observe fulfil and be subject to the terms, exceptions, conditions and endorsements of this Insurance as far as they can apply.

Business

Business shall mean the description shown in the Schedule and

1. the ownership repair and maintenance of the Insured's own property
2. the provision and management of canteen social sports and welfare organisations for the Insured's Employees
3. the provision and management of first aid fire and ambulance services
4. private work carried out with the consent of the Insured for any director partner or senior official of the Insured by an Employee of the Insured

and no other for the purposes of this Insurance

Bodily Injury

Bodily Injury shall mean death injury illness or disease

Property

Property shall mean material property

Definitions specific to Sections J, K, and L (continued)

Employee

Employee shall mean

a. any person under a contract of service or apprenticeship with the Insured

b. i) any labour master or labour only sub-contractor or person supplied by any of them

ii) any self-employed person providing labour only

iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured

iv) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme while engaged in working for the Insured in connection with the Business

Goods

Goods shall mean any good or products (including container labelling instructions or advice provided in connection therewith) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by the Insured in the course of the Business.

Excess

Excess shall mean the amount specified in the Schedule for which the Insured will be responsible in respect of each and every claim in respect of loss or damage to Property.

General Exclusions

Asbestos Exclusion

This **Certificate** does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Building Works Exclusion

This **Certificate** does not cover any loss **Damage** or liability caused by or arising out of **Building Works.**

Contamination and Pollution Exclusion Clause

1. This **Certificate** does not cover any loss, liability, **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

2. This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;

   i) Fire, lightning, explosion, impact of aircraft

   ii) vehicle impact, sonic boom

   iii) accidental escape of water from any tank, apparatus or pipe

   iv) riot, civil commotion, malicious damage

   v) storm, hail

   vi) flood inundation

   vii) earthquake

   viii) landslide, subsidence

   ix) pressure of snow, avalanche

   x) volcanic eruption

General Exclusions (continued)

Electronic Data Exclusion

1) Electronic Data Exclusion

Despite any provision to the contrary within this **Certificate** or any endorsement, it is understood and agreed as follows;

a) The **Underwriters** shall not be liable for any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means **f**acts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Computer Virus means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to "Trojan Horses" "worms" and "time or logic bombs".

b) However, in the event that a peril listed below results from any matters described in the above paragraph, this **Certificate** subject to all its terms conditions and exclusions will cover physical damage occurring during the **Period of Insurance** to the **Property Insured** by the original **Certificate** directly caused by such listed peril.

Listed Perils;

i) Fire

ii) Explosion

2) Electronic Data Processing Media Valuation

Despite any provision to the contrary within the **Certificate** should electronic data processing media insured by this Certificate suffer physical loss or Damage insured by this Certificate, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Certificate does not insure any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated gathered or assemble

Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this **Certificate** inconsistent therewith:
In no case shall this **Certificate** cover loss **Damage** liability or expense directly or indirectly caused by or contributed to by or arising from;

i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

General Exclusions (continued)

Micro-Organism Exclusion Clause

This **Certificate** does not cover any loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

i) any physical loss or **Damage** to I**nsured Property**

ii) any **Defined Peril** or cause whether or not contributing concurrently or in any sequence

iii) any loss of use occupancy or functionality

iv) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this **Certificate** that provides insurance, in whole or in part, for these matters.

Northern Ireland Overriding Exclusion

Notwithstanding anything within the **Certificate** or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this **Certificate** does not cover loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of;

i) civil commotion

ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**

In any action suit or other proceedings where **Underwriters** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this **Certificate** the burden of proving that such loss is covered shall be upon **You**.

Nuclear Energy Risks Exclusion Clause

This **Certificate** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Certificate** Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

i) nuclear reactors and nuclear power stations or plant

ii) any other premises or facilities whatsoever related to or concerned with:

a) the production of nuclear energy or

b) the production or storage or handling of nuclear fuel or nuclear waste

c) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Sonic Bangs

The insurance by this Policy does not cover Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

General Exclusions (continued)

Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Certificate** or any endorsement thereto it is agreed that this **Certificate** excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement an act of Terrorism means an act, including but not limited to use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If **Underwriters** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Certificate** the burden of proving the contrary shall be upon **You**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this **Certificate** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

General Certificate Conditions

Arbitration

If any difference shall arise as to the amounts to be paid under this **Certificate** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Underwriters**.

Asbestos

This **Certificate** only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically **Damaged** during the **Period of Insurance** by one of these **Defined Perils**;

Fire, lightning, explosion or aircraft (**Listed Perils**)

This coverage is subject to all limitations in the **Certificate** to which this endorsement is attached and in addition to each of the following specific limitations;

a) the said building or structure must be insured under this **Certificate** for **Damage** by a **Listed Peril**.

b) the **Listed Peril** must be the immediate sole cause of the **Damage** to the asbestos.

c) the Insured must report to the **Underwriters** the existence and cost of the **Damage** as soon as practicable after the first **Damaged** the asbestos.

However this **Certificate** does not insure any such **Damage** first reported to the **Underwriters** more than 12 (twelve) months after the expiration or termination of the **Period of Insurance**.

This **Certificate** shall provide no cover (whether for physical **Damage** business interruption delay of repair or other consequential loss) in respect of;

i) wear and tear or inherent defect, quality or vice in or of any asbestos

a) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (**Damaged** or otherwise) or

ii) any asbestos which the **Listed Peril** has not physically **Damaged**.

General Certificate Conditions (continued)

Cancellation

We may cancel the **Certificate** by writing to **You** at **Your** last or known address confirming that all cover will end 14 days after the date of **Our** letter.

You may cancel this insurance within 14 days of the day you purchase this insurance or the day on which you receive the **Certificate** wording, whichever is the later. **Underwriters** reserve their rights to charge a proportion of the premium or, if you have made a claim under this **Certificate** not to refund any premium.

This **Certificate** may be cancelled at any time at **Your** request in writing to the Intermediary who effected the **Certificate.**

A pro-rata return will be issued subject to a minimum time on risk charge of £100.00 + IPT + any administration fees that have been paid to us.

Claims - Your Duties

In the event of any occurrence likely to give rise to a claim under this Certificate **You** must report it immediately to **Underwriters** and provide in writing full details within 30 days (within seven days if caused by riot or civil commotion) and at **Your** own expense You must adhere to the conditions below:

i) in the event of **Damage** by malicious persons or theft notify the Police immediately and render all reasonable assistance in causing the discovery of any guilty person and in tracing and recovering the stolen property
ii) take immediate action to minimise loss and avoid interruption or interference with the **Business** and to prevent further **Bodily Injury** or **Damage**
iii) give all evidence information and assistance as the Insurers may require together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected with such claim
iv) forward to the Insurers immediately upon receipt every letter claim writ summons or legal process
v) notify the Insurers immediately when **You** have knowledge of an impending prosecution coroner's inquest or fatal accident inquiry
vi) No admission offer promise payment or indemnity shall be made or given by or on **Your** behalf without the written consent of **Underwriters** who shall be entitled at their discretion to take over and conduct in the name of the **Insured** the defence or settlement of any claim and to take proceedings at their own expense and for their own benefit in the name of the **Insured** to recover compensation or secure indemnity from any third party in respect of any event **insured** by this Certificate and the **Insured** shall give all information and assistance in respect of such action.
vii) On the happening of any **Damage** to **Property Insured** the **Underwriters** shall be entitled to enter any **Buildings** where the **Damage** has occurred and to take and keep possession of the **Property Insured** and to deal with the salvage in a reasonable manner and this Condition shall be proof of leave and licence for such purpose. No property may be abandoned to the **Underwriters**.
viii) at **Your** own expense provide all details proofs and information regarding the cause and amount of **Damage** as the **Underwriters** may reasonably require including any other insurances on any **Property Insured** by this **Certificate** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

Claims Notification Notice

a. In respect of claims under this Certificate **You** should:
To make a claim under your Certificate (Sections A-I) telephone - 0345 604 6615 or 02920 558639
To make a claim under your Certificate (Sections J,K & L) telephone - 0333 010 7190 or email uk.newclaims@penunderwriting.com.

b. In respect of any other information where **Underwriters** require **You** to notify them under the terms of this Certificate, **You** should contact **Your** insurance intermediary.

Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

General Certificate Conditions (continued)

Data Protection Act 1998

We may store **Your** information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). **We** will only disclose **Your** personal details to third parties if it is necessary for the performance of **Your** contract with us.

In order to assess the terms of the insurance contract or administer claims that arise, we will need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract **You** will signify **Your** consent to such information being processed by the insurers or their agents.

We will keep **Your** information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer **Your** information to another country, which may be a country outside the European

Economic Area ("EEA"). By proceeding with **Your** insurance application, we will assume **You** are agreeable for us to transfer **Your** information to a country outside the EEA.

Designation

For the purpose of determining where necessary the item heading under which the property is insured **Underwriters** agree to accept the designation under which property has been entered in **Your** books.

E.U. Disclosure Clause

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the **Insured** or anyone acting on their behalf to obtain any benefit under this **Certificate** or if any **Damage** be occasioned by the wilful act or with the connivance of the then **Underwriters** shall be entitled:

a) not to pay the claim,

b) recover from **You** any sums paid by the **Underwriters** to the in respect of the claim, and

c) to treat this **Certificate** as being terminated with effect from the time of the fraudulent act.

If the **Certificate** is treated as having been terminated the **Underwriters** shall be entitled to:

a) refuse all liability to the under the **Certificate** in respect of the relevant event occurring after the time of the fraudulent act, and

b) not return any of the premiums paid under the **Certificate**

Instalment Premiums

If **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover

Non Invalidation

The **Certificate** of insurance shall not be invalidated, if there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage** which is unknown to **You** provided that, immediately **You** become aware thereof **You** shall give notice to **Underwriters** and pay an additional premium if required.

Subrogation

Any claimant under this **Certificate** shall at the request and at the expense of the **Underwriters** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the before or after any payment is made by the **Underwriters.**

The **Underwriters** shall be entitled to take over and conduct in the name of the defence or settlement of any claim or to prosecute in the name of the at its own expense and for its own benefit any claim for indemnity or damages or otherwise.

General Certificate Conditions (continued)

Inflation Protection Clause

Underwriters will adjust the **Sums Insured** in respect of Sections A - **Buildings** in line with suitable indices of costs and the renewal premium will be based on the adjusted **Sums Insured**.

Other Insurance

If at the time of any **Damage** there is any other insurance effected by or on **Your** behalf covering any of the property **Damaged** the liability of the **Underwriters** shall be limited to its rateable proportion of such **Damage** less an adjustment for average (underinsurance) if applicable.

Certificate Definitions

Wherever the following words or phrases occur in the Certificate they will have the meaning described below unless otherwise indicated

Bodily Injury means death, illness, disease or injury

Buildings means the building(s) situated at the address(es) specified in the **Schedule** which include;

a) landlord's fixtures and fittings

b) annexes, gangways, outbuildings and extensions tenants improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let

c) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture

d) walls, gates and fences

e) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains, but only to the extent of **Your** responsibility

f) yards, car parks and pavements, forecourts, all constructed of solid materials

g) landscaping, excluding external ponds and lakes

all belonging to **You** or for which **You** are legally responsible.

Building Works means any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition, re-roofing and installation of cavity wall insulation**.**

Business means the **Insured's Business** stated in the Schedule.

Damage(d) means accidental physical loss, damage or destruction.

Defined Peril

The words **Defined Peril** means:

a) fire but excluding any **Damage** to the **Property Insured** caused by:

i. explosion resulting from fire
ii. earthquake or subterranean fire
iii. its own spontaneous fermentation or heating
iv. its undergoing any heating process or any process involving the application of heat

b) lightning

c) explosion but excluding any **Damage** caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only belonging to or under **Your** control

d) aircraft or other aerial devices or articles dropped there from

e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding Damage:

Definitions (continued)

i. arising from confiscation, requisition or destruction by order of the government or any public authority

ii arising from cessation of work

f) theft or attempted theft

g) earthquake

h) storm excluding:

i) **Damage** by flood whether resulting from storm or otherwise

ii) **Damage** attributable solely to a change in the water table level

i) flood excluding **Damage** attributable solely to a change in the water table level

j) overflowing, discharge or leaking of any sprinkler apparatus

k) escape of water or oil from any tank, apparatus or pipe

l) impact by any road vehicle (including goods falling from them) or animal not belonging to **You** or under **Your** control, falling trees, branches and falling aerials

m) Subsidence - (This Peril operates only if stated in the **Schedule)**-

Damage caused by Subsidence or heave of the site the **Buildings** stand on or landslip subject to the following exclusions:

1. **Damage** caused by or resulting from the settlement or movement of made up ground or coastal or river or watercourse erosion

2. **Damage** caused by faulty design, workmanship or material

3. **Damage** caused by demolition of or alterations or repairs to the **Buildings**

4. **Damage** caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Buildings** are **Damaged** at the same time and by the same cause The **Buildings** or land it is on settling, shrinking, bedding down or expanding

5. **Damage** to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts & squash courts or service tanks unless the **Buildings** were **Damaged** at the same time and by the same cause

6. **Damage** which originated prior to the Inception of this cover

7. **We** will not pay for normal settlement or bedding down of new structures

n) Accidental Damage - (This peril operates only if stated in the **Schedule) -**

Accidental **Damage** to the **Buildings** or **Contents** subject to the following exclusions:

1. **We** will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost

2. **We** will not pay for explosion occasioned by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control

3. **We** will not pay for **Damage** caused by collapse or cracking of the **Buildings**

4. **We** will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, **Loss** of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching

Definitions (continued)

5. **We** will not pay for acts of fraud or dishonesty

6. **We** will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information

7. **We** will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers

8. **We** will not pay for mechanical or electrical breakdown or derangement of machinery or equipment

9. **We** will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the **Buildings** are **Unoccupied**

10. **We** will not pay for normal settlement or bedding down of new structures

11. **We** will not pay for **Damage** to property as a result of its undergoing any process

12. **We** will not pay for **Damage** to property in transit

13. **We** will not pay for **Damage** to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft

14. **We** will not pay for property or structures in the course of construction or erection

15. **We** will not pay for any **Damage** specifically excluded elsewhere under the **Contents** Section or elsewhere in this **Certificate**

16. **We** will not pay for **Damage** caused by tearing or fouling or chewing by animals

17. **We** will not pay for **Loss** or **Damage** to the interior of any **Building** or to the **Contents**, caused by rain, snow, sand or dust, whether driven by wind or not, unless the **Building,** first sustains storm **Damage** to its roof through which the rain, snow, sand or dust enters

18. **We** will not pay for the cost of general maintenance or upkeep

Keyholder means **You** or any person or key holding company authorised by **You** who is available at all times to accept notification of faults or alarm signals relating to the alarm system, attend and allow access to the **Premises**.

Outbuilding means any building:

i) at the **Premises** specified in the **Schedule**; and
ii) which does not incorporate permanent foundations below ground level; and/or
iii) which is not capable of being properly secured including but not limited to any stable, garage, shed, hut, lean-to, greenhouse, hay loft or barn.

Period of Insurance means the period specified in the **Schedule** and any additional period agreed **Underwriters** as provided in any Endorsement.

Premises means the Building or **Buildings** and any **Outbuildings** occupied by the **Insured** in connection with the **Business** including walls, gates and fences at the **Premises** specified in the **Schedule** to each Section.

Property Insured means **Buildings, Trade Contents** and **Stock**

Proposal means any information or declaration provided by **You** or on **Your behalf** in connection with this insurance.

Responsible Person shall mean **You** or any other person authorised by **You** to be responsible for the security of the **Premises**

Definitions (continued)

Stock means **Your** stock in trade or for which **You** are responsible excluding:

a. motor vehicles their contents or accessories bonds bills of exchange deeds promissory notes cheques securities money stamps
b. medals coins furs gold and silver articles precious metals precious stones or livestock unless agreed in writing by **Underwriters** and specified in the **Schedule**
c. cash registers caused directly by theft or attempted theft of money
d. paintings prints and works of art with an individual value exceeding £500

Trade Contents means all contents other than **Stock** but including office equipment decorations and improvements fixtures and fittings and landlords fixtures and fittings for which the **You** are responsible including:

a. personal effects and pedal cycles belonging to **You**, **Your** partners directors or employees up to an amount not exceeding £750 any one person

b. documents, plans, manuscripts, design and business books but only for the value as stationery together with the cost of clerical labour expended in their reproduction up to an amount not exceeding £10,000 or 15% of the T**rade Contents Sum Insured** whichever is the less

c. computer system records but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding the cost of reproducing the information on such records) up to an amount not exceeding £10,000 or 15% of the **Trade Contents Sum Insured** whichever is the less.

excluding:

a. motor vehicles their contents or accessories bonds bills of exchange deeds promissory notes cheques securities money stamps
b. medals coins furs gold and silver articles precious metals precious stones or livestock unless agreed in writing by **Underwriters** and specified in the **Schedule**
c. paintings prints and works of art with an individual value exceeding £500

Sums Insured means the amount specified as the **Sum Insured** for each item in the **Schedule.**

We/Us/Our/Underwriters means Sections A-I ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd' s;

Sections J - L - **Identity of insurers:**

Argo Direct Limited on behalf of ArgoGlobal SE. Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

AIG Europe Limited. Registered in England and Wales: No. 1486260.Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

Covéa Insurance plc. Registered in England and Wales: No.613259.Registered office: Norman Place, Reading, RG1 8DA

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998. AIG Europe Limited and Covea Insurance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You/Your means the person, persons or entity stated in the **Schedule**.

COMMERCIAL EXPRESS

Complaints

If **You** have any questions or concerns about **Your** insurance or the handling of a claim **You** should, in the first instance, contact **Your** broker or insurance advisor who arranged this Policy for **You**.

Please quote **Your** Policy number in all correspondence so that **Your** concerns may be dealt with speedily.

In respect of Sections A - I then please write to:

The Complaints Manager
Ergo Versicherung AG, UK Branch
Munich RE GROUP offices
Plantation Place - 3rd Floor
30 Fenchurch
Street London
EC3M 3AJ
Phone 020 3003 7444
Complaints@ergo-commercial.co.uk

In respect of Sections J,K & L please write to

The Complaints Manager
Commercial Express
B1 Custom House
The Waterfront
Level Street
Brierley Hill
DY5 1XH
Phone 0800 978 8007
Email complaints@commercialexpress.co.uk

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

And your concerns the will be forwarded onto **Your** Insurer. Whilst reviewing your complaint **Your** Insurer will:

And your concerns the will be forwarded onto **Your** Insurer.

Whilst reviewing your complaint **Your** Insurer will:

- Acknowledge **Your** complaint promptly
- Investigate **Your** complaint quickly and thoroughly
- Keep **You** informed of the progress of **Your** complaint
- Do everything possible to resolve **Your** complaint

Your Insurer is obliged to provide **You** with a written offer of resolution within 8 weeks of the date **Your** complaint was received.

Complaints (continued)

If **Your** Insurance Broker or **Your** Insurer remain unable to resolve the complaint to **Your** satisfaction then **You** may also have the right to refer Your complaint to:

The Financial Ombudsman Service
Exchange Tower, London,
E14 9SR
Phone 08000 234 567

Further information is available from them and on www.financial-ombudsman.org.uk

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Register
The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768.

Financial Services Compensation Scheme
Insurers are covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Insurers cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

Identity of Insurers

Section A - I:

ERGO Versicherung AG (UK Branch)
ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: 55 King William Street, London, EC4R 9AD.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

Section J, K and L:

Argo Direct Limited
Argo Direct Limited on behalf of ArgoGlobal SE. Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

AIG Europe Limited
AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

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